



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)	
)	
BERZOFSKY <i>et al.</i>)	
)	Group Art Unit: 1648
Application No.: 10/770,117)	
)	Examiner: Lucas, Zachariah
Filed: February 2, 2004)	
)	Confirmation No. 9347
FOR: MODIFIED HCV PEPTIDE VACCINES)	

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(c)

MAIL STOP AMENDMENT
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

NEEDLE & ROSENBERG, P.C
Customer Number 36339

Sir:

The United States Government as represented by the Secretary, Department of Health and Human Services (hereinafter "the Government"), is assignee of the entire right, title, and interest in U.S. Patent No 6,685,944 and in the above-identified application (which is a divisional application of and claims benefit of U. S. Application No. 09/763,260, which is a 35 U.S.C. § 371 patent application of PCT/US99/18674, filed August 17, 1999, now U.S. Patent No. 6,685,944, which claims the benefit of U.S. Provisional Patent Application No. 60/097,446, filed August 21, 1998, as shown by the assignment recorded for the parent application (U.S. Serial No. 09/763,260, filed August 17, 1999, now U.S. Patent No. 6,685,944) in the patent assignment records of the U.S. Patent and Trademark Office on June 28, 2001 at Reel/Frame 011933/0515. Said assignee hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term as defined

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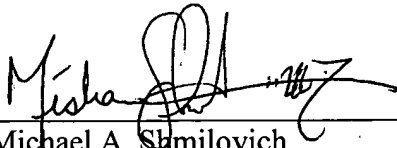
in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 6,685,944, as presently shortened by any terminal disclaimer, and hereby agrees that any patent so granted on the above identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,685,944, this agreement to run with any patent granted on the above identified application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, the assignee does not disclaim any terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 6,685,944, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

A payment in the amount of \$130.00 (fee under 37 C.F.R. § 1.20(d) for a disclaimer) is to be charged to a credit card and such payment is authorized by the signed, enclosed document entitled Credit Card Payment Form PTO-2038. This amount is believed to be correct; however, the Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 14-0629.

The undersigned is authorized to sign on behalf of the Government as attorney of record.

Done this 1 day of November, 2005, at Rockville, Maryland.


Michael A. Shmilovich
Reg. No. 45,634

**National Institutes of Health
Office of Technology Transfer
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